

INDEPENDENCE  
LIGHT & POWER / TEAMSTERS #238  
(SUPPORT)

07-11

AGREEMENT  
BETWEEN  
INDEPENDENCE LIGHT & POWER  
AND  
CHAUFFEURS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 238

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RELATIONS BOARD

JULY 1, 2007 – JUNE 30, 2011

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# **JULY 1, 2007 - JUNE 30, 2011**

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## PREAMBLE

This Agreement, made and entered into as of this first day of July 2004, by and between Independence Light & Power, hereinafter know as the Utility and Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with the International Brotherhood of Teamsters, hereinafter known as the Union.

### WITNESSETH:

This Agreement is entered into for the purposes of facilitating the peaceful and satisfactory adjustment of differences that may arise from time to time and to promote harmony and efficiency, to the end that the Utility, its employees, the Local Union and the general public may mutually benefit; and the parties hereto contract and agree with each other as follows, to-wit:

## ARTICLE 1

### Recognition of the Union

Section 1.1. The Union, having been certified. by an order of the Public Employment Relations Board, Case No. 5276, dated June 21, 1995, at Des Moines, Iowa, to which certification reference is hereby made, the Utility agrees to negotiate and bargain exclusively with the Union through its duly accredited officers and representatives, in respect to wages, rates of pay, hours of employment and working conditions as set forth in Chapter 20.9 of the Iowa Code for the following employees of the Utility:

All office, clerical employees at the Independence Light & Power Company.

Excluding all elected officials, supervisors, those employees certified as a bargaining unit under IBEW Local 55 and all others excluded by the Act.

## ARTICLE 2

### Management Rights

Section 2.1. The Union agrees that in addition to all powers, duties, and rights established by a constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees position within the public agency; suspend or discharge public employees for proper cause; maintain the efficiency of governmental operations, relieve public employees from duties because of lack of work or for other legitimate reason; establish staffing levels; schedule shifts, days and hours of operation; determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted; take such action as may be necessary to carry out the mission of the public employer; initiate, prepare, certify, and administer to budget; exercise all powers and duties granted to the public employer by law, are reserved to and vested in the Utility

except to the extent modified by specific provisions of this Agreement and subject to those modified provisions. The Utility will notify the Union Steward at the same time that it notified the employee that he is being laid off under the provisions of this Section.

### ARTICLE 3 Utility/Union Relations

Section 3.1. The Union agrees for its members who are employees of the Utility that they will individually and collectively perform, safe, efficient and diligent service; that they will use their influence and best efforts to protect the property of the Utility and its interests and they will cooperate in promoting and advancing the welfare of the Utility and its service at all times.

Section 3.2. The Utility agrees, on its part, that it will cooperate with the Union to promote safe operations, harmony, and efficiency among the Utility's employees under this Agreement.

Section 3.3. The Utility and Union jointly and mutually declare it to be their purpose and intent to carry out in good faith the provisions of this Agreement and to engage in no subterfuge for the purpose of defeating or evading the provisions hereof.

Section 3.4. It is agreed that duly authorized representatives of the Union shall have access to the Utility's properties where employees covered by this Agreement are employed; however, that employees performance of regular duties are not to be interfered with. The Union shall keep the Utility advised as to the names of the Stewards and Representatives who, at any time are accredited to act under this Agreement.

Section 3.5. The Union will be allowed reasonable space on bulletin boards for the purpose of posting bulletins relating to the business of the Union.

Section 3.6. The Utility agrees to make deductions for regular monthly Union dues, initiation fees, and/or assessments upon' proper written authorization by the employee, and to forward the amount so deducted to the Secretary-Treasurer of the Local Union in accordance with a procedure approved by the Utility and the Union. It is understood that any authorization for such payroll deduction shall be voluntary on the part of the employee and shall be subject to cancellation at any time upon thirty (30) days written notice by the employee to the Utility. Should the Utility be held liable for any observance or compliance with any Union dues authorization, the Union will hold the Utility harmless from any such liability and any costs, expenses, and attorney fees incurred thereby. The Union shall submit authorization forms to the Utility at least fifteen (15) days in advance of the desired dues check-off date.

### ARTICLE 4 Settlement of Difference - Grievances - Arbitration

Section 4.1. The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or

employees regarding a violation of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Step 1. An employee shall discuss a complaint or problem orally with his/her immediate supervisor within three (3) working days following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the General Manager within seventy-two (72) hours following the oral discussion. Within ten (10) days after this Step 2 meeting, the General Manager will answer the grievance in writing.

Step 3. If the grievance is not settled in step 2 of the grievance procedure, the Union or the aggrieved employee shall refer the grievance in writing to the General Manager within five (5) days of the Step 2 answer. A meeting will be arranged between the aggrieved employee, the Union Steward and/or the Business Agent and the General Manager. Within five (5) days following the meeting, the General Manager will answer the grievance in writing.

Step 4. Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) working days after the date of the General Manager's answer given in Step 3.

Section 4.2 If the employee and the Union are not satisfied with the disposition of the grievance in 4.1, the Union shall submit a written request for binding arbitration within fifteen (15) working days from the receipt of the written answer from the General Manager in 4.1. Within ten (10) working days after a written request for arbitration the Utility and the Union, through their representatives, shall attempt to agree upon a mutually acceptable arbitrator. If an agreement is not reached, a request for a list of arbitrators shall be made to the Federal Mediation and Conciliation Service by the Utility or the Union. The list shall consist of five (5) arbitrators. The parties shall meet within fifteen (15) working days after receipt of the list. The parties shall determine by lot which party shall have the right to remove the first name from the list, and determine arbitrator by alternately striking a name. The person whose name remains shall be the arbitrator. The arbitrator shall confer with the representatives of the Utility and the Union and hold a hearing promptly and shall issue his binding decision within twenty-one (21) days after the date of the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the grievances submitted. The arbitrator shall consider and decide but one grievance. The decision shall be binding on both parties. The arbitrator shall apply the terms of the Agreement but shall have no authority to add to or subtract from those terms. The costs for the services of the arbitrator and the cost of the hearing room shall be borne equally by the Utility and the Union. Any other expenses incurred shall be paid by the party incurring them.

## ARTICLE 5

### Seniority

Section 5.1. Seniority, as defined herein, shall apply as to the length of time in a classification and shall apply when bidding to a higher classification and shall be continuous up to the date of discharge or resignation and thereupon shall be terminated.

Length of service, as used herein, is defined as the rights accruing to employees from the date of employment which entitled them to preferences provided for in this Agreement.

Section 5.2. Qualifications for a position shall be determined solely by management, subject to the grievance procedure, provided that the setting of qualifications by the Utility shall be presumed to be reasonable.

Section 5.3. All new employees covered by the classifications made a part of this Agreement shall serve a probationary period of not less than six (6) months, and may be released at any time during such period if the Utility decides they are not qualified or suited for employment. All such employees shall be added to the seniority list and covered by the provisions of this Agreement upon completion of this probationary period, and the length of service date of the employee shall be the date of last hire.

Section 5.4. An new employees who are hired on a temporary basis are subject to release when the particular work for which they were hired has ceased to exist; and in accord with the subcontracting provisions of this Agreement and further, if the employee remains longer than the probationary period, (which may be extended upon agreement by the parties), shall be subject to the terms and provisions of this Agreement.

Section 5.5. Employees who have been laid off because of lack of work and during the terms of this Agreement, shall retain their accumulated seniority for a period of one (1) year if they return to the employment of the Utility as promptly as circumstances permit, but not to exceed thirty (30) days, except by mutual agreement, after notification by the Utility of its willingness to re-employ them.

Section 5.6. Seniority rights shall govern in the matter of layoff or rehiring arising from periods of slack work.

Section 5.7. The principles of seniority shall govern in promotions, demotions and the filling of old and new jobs within the bargaining unit providing the employee has the necessary qualifications to perform the work properly and efficiently and subject to the provisions of this Article.

Section 5.8. All job vacancies and new positions shall be posted for five (5) working days. Vacancies will be filled according to seniority and qualifications.

Section 5.9. Any employee of the Utility absent from work because of a medical condition will retain and continue to accrue seniority during such absence. Such employee may

return to his or her position (or position of like responsibility and pay) within one year. After such time, however, there is no guarantee the employee will be able to retain seniority and employment.

## ARTICLE 6 Working Conditions

Section 6.1. When it is necessary for an employee to work away from the normal area of the Utility in the service of the Utility, the Utility will pay the actual, reasonable and necessary lodging, meal expense and travel time.

Section 6.2. The Utility agrees that it will not contract any work which is ordinarily done by its regular employees, if as a result thereof it would become necessary to layoff or reduce the rate of pay of any such employee.

Section 6.3. The Utility provides one fifteen (15) minute rest period each working half-day, when the employee's work and time permits.

Section 6.4. Each employee shall be assigned an established job classification and shall receive the proper rate of pay in accordance with Exhibit "A" of this Agreement for the performance of the duties of the classification and incidental duties. The parties agree that each employee has the responsibility to carry out the assignments in his or her job classification consistent with safety.

Employees will normally perform work associated with their classification, but will be expected to perform any work they are qualified to do connected with the operation of the Utility no matter what their job classification may be. No employee shall suffer a reduction in pay for doing work of a lower paid classification.

Section 6.5. Supervisory personnel shall not perform the work of hourly rated employees if that work would displace or reduce the rate of pay of such employee.

Section 6.6. The Utility shall post monthly, on appropriate bulletin boards, a list showing the total sick leave and vacation accrued and for the year to date shall show the amount used.

## ARTICLE 7 Working Hours - Overtime

Section 7.1. The normal work week shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday. The normal work day shall consist of eight (8) work hours between 7:00 a.m. and 4:30 p.m.

Section 7.2. When it is necessary for hourly paid employees to work more than eight (8) hours in a work day, those employees shall be paid time and one-half their scheduled rate of

pay for all hours in excess of eight (8) hours. Overtime will also prevail for all work performed on Saturday and after forty (40) hours of paid time.

Section 7.3. Scheduled overtime shall be distributed as equally as practicable among the employees with classifications who regularly perform the class of work being done.

Employees shall not be required to take time off during regular scheduled work hours for overtime worked or to be worked.

Section 7.4. When it is necessary for hourly paid employees to work on Saturday, those employees shall be paid one and one-half (1½) times their scheduled rate for all hours worked. Sunday work shall be at one and one-half (1½) times their scheduled rate of pay for all hours worked.

Section 7.5. All overtime work shall be authorized by a designated representative of the Utility management.

Section 7.6. When employees are required to use their personal vehicle in service to the Utility, they shall be reimbursed for auto expense at the IRS maximum rate.

## ARTICLE 8

### Holidays

Section 8.1. The Utility will pay each of its employees eight (8) hours of regular pay for the following holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Veteran's Day, Christmas Eve Day, Christmas Day and New Year's Eve Day. When a holiday falls on a Sunday, the holiday will be observed on the following Monday. When a holiday falls on a Saturday it will be observed on Friday. If a holiday falls on two consecutive days, management will advise the days that will be observed.

Section 8.2. Each employee shall have three personal leave days, to be taken at the employee's option. Employees must notify their immediate supervisor at least forty-eight (48) hours in advance of the intention to be absent. Permission for the use of the personal leave days shall not be unreasonably denied.

Section 8.3. Whenever an employee is required to work on the day on which a holiday is observed, the Utility will pay the employee the allowed holiday straight time plus double time for the number of hours worked. In the event a holiday falls within an employee's vacation period, the employee is entitled to one (1) extra day's vacation.

## ARTICLE 9

### Vacations

Section 9.1. All full-time regular employees covered by this Agreement shall be entitled to vacations each anniversary year in accordance with the following:



Section 9.1a. During the first year of employment (until the anniversary date) the employee shall accrue vacation at a rate of 5/12 days per month.

Section 9.1b. After the first anniversary year in the second year of employment and each year thereafter through the eighth anniversary year, the employee shall accrue vacation at a rate of 10/12 days per month.

Section 9.1c. After the eighth anniversary year in the ninth year of employment and each year thereafter through the nineteenth anniversary year, the employee shall accrue vacation at a rate of 15/12 days per month.

Section 9.1d. After the nineteenth anniversary year in the twentieth year of employment and each year thereafter, the employee shall accrue vacation at a rate of 20/12 days per month.

Section 9.2. Vacation accrued in one anniversary year shall be taken the next anniversary year ("vacation year"). However, an employee may carry forward an additional five (5) days vacation from one vacation year to the next vacation year. The Utility may approve carry forward of additional vacation time in extenuating circumstances.

Section 9.3. Employees shall receive their regular rates of pay for their regular scheduled work week for each week for vacation.

Section 9.4. The Utility will respect the wishes of the employees as to the time of taking vacations, subject to work load needs of the Utility and seniority. Employees shall request and schedule vacations at least two (2) calendar weeks in advance when taking one-half (1/2) of their accumulated vacation or more. When taking vacation in units of one day or less, forty-eight (48) hours notice shall be given whenever possible.

## ARTICLE 10

### Sick Leave - Other Leave

Section 10.1. Temporary and part-time employees are not eligible to accrue sick leave benefits. All other employees shall accrue sick leave at a rate of 24/12 days per month to a maximum of two hundred and eighty (280) days.

Section 10.2. In the event of sickness or off-the-job injury, the employee will receive a total not to exceed eight (8) hours straight time pay at the employee's regularly classified wage rate for each work day that they are sick or unable to work because of such sickness or injury to the extent of their earned sick leave credit; but not more than forty (40) hours of sick leave benefit at straight time pay in anyone week. Sick leave is in no way to be construed as additional vacation time. To the extent that the employee is entitled to short or long term disability benefits under a program offered by the Utility, benefits under this provision shall be adjusted so that the employee does not receive an amount in total that is greater than the employee would have earned if that employee had been actively working.

Section 10.3. Upon retirement, medical disability retirement or death, an employee will be paid for fifty (50) percent of up to 240 days of his or her accumulated sick leave. The remaining fifty percent (50%) of accumulated sick leave benefit upon such retirement, medical disability retirement or death reverts to the Utility. To the extent permitted in any retirement program as adopted by the Board of Trustees of the Utility, at the time of retirement the employee shall have the option to purchase continued health insurance coverage in lieu of taking pay for accumulated sick leave.

Section 10.4. The granting of sick leave is subject to the following requirements:

Section 10.4a. Prompt notification - An employee who is to be absent on account of sickness or off-the-job injury shall notify the supervisor or the manager as early as practicable on the first day of such absence. Failure to give such notice may result in the absence being charged to vacation or leave without pay as circumstances may justify.

Section 10.4b. Application that requires prior approval - Applications for sick leave for medical, dental, optical and chiropractic examinations or treatments shall be submitted to the department head accompanied with physician's recommendations, prior to the beginning of leave.

Section 10.4c. Medical Certificates - The Utility may require an employee to furnish a medical or dental certificate certifying that the employee was unable to work. Sick leave benefit for the balance of the work day is automatically allowed where illness or injury interrupts an employee's work day.

Section 10.4d. Sick leave benefits will not be available for any employee for injuries sustained by such employee while engaged in or employed by any business other than this Utility.

Section 10.4e. Any employee who abuses the sick leave provisions may be disciplined.

Section 10.4f. Any employee who is hereafter injured and disabled while on duty and arising out of the course of duty and, further, while obeying the safety rules of the Utility, shall be paid the greater of (1) his or her worker's compensation benefits, or (2) ninety (90) percent of his or her regular net pay for forty (40) hours each week, but not to exceed eighteen (18) weeks. For purposes of this provision, net pay is defined to equal gross straight time wages for forty (40) hours per week less regular federal and state withholding and any withholding for FICA. In the event the employee elects (2) above, the Utility will pay the difference between the ninety (90) percent figure and the total of any worker's compensation benefits and disability insurance benefits received for that pay period. Such payment shall be made after the employee has produced proof of payment of worker's compensation benefits (and the specific amount) and proof of receipt of disability insurance benefits (and the amount). If the period of disability for such an employee continues for more than eighteen (18) weeks, the employee shall receive worker's compensation benefits as allowed by law and any disability insurance to which that employee may be entitled. Absence from work due to a job injury as set forth above shall not be charged against the employee's sick leave credit. After eighteen (18) weeks, the employee may apply a pro rata accumulated sick leave credit to supplement payments under worker's compensation to obtain his or her regular rate of pay.

Section 10.4g. No more than twenty four (24) times per contract year, up to one (1) hour time off with pay shall be granted for medical, dental, or chiropractic appointments without use of sick leave.

Section 10.4h. Up to five (5) days of accumulated sick leave per year may be used for illness of the employee's parents, dependent children and spouse. The Employer may require medical documentation.

Section 10.5. The Utility will grant up to three (3) days off with pay in the event of grave illness, as defined by a physician as critical condition, in the employee's immediate family, including husbands, wives, or dependent children, upon receipt of a written statement signed by a licensed physician.

## ARTICLE 11 Funeral Leave

Section 11.1. The Utility will grant up to five (5) days off with pay in the event of death in the employee's immediate family - spouse, father, mother, sons and daughters. The determination of whether the days off shall be one, two, three, four or five shall be at the discretion of the employer. Any request for up to five days off shall not be unreasonably denied.

Section 11.2. The Utility will grant up to three (3) days off with pay in the event of death in the employee's family - fathers-in-law, mothers-in-law, sisters-in-law, brothers-in-law, brothers, sisters, foster parents, grandparents, step children and grandchildren. The determination of whether the days off shall be one, two, or three shall be at the discretion of the employer. Any request for up to three days off shall not be unreasonably denied.

Section 11.3. The Utility will also grant time off with pay to attend the funeral of a co-worker. Time off shall not extend beyond that time necessary to attend the funeral.

Section 11.4. If a holiday falls within the time allowed for funeral leave, there will be no extra time or pay allowed.

Section 11.5. The Utility will grant up to one (1) day off to attend a funeral. If the employee works on the day of the funeral, remains at work until necessary to leave and returns to work if possible after the funeral, the employee will be paid two (2) hours.

## ARTICLE 12 Jury Duty

Section 12.1. An employee called to serve on jury duty or called to honor a subpoena in a matter concerning Utility business will be paid the difference in pay between check received for civic duty and their regular pay. An employee shall show the check received for civic duty and the Utility will pay the difference.

ARTICLE 13  
Classification of Employees & Wage Rates

Section 13.1. Classification of employees and wage rates for the employees included in this bargaining unit are set forth in Exhibit "A" attached hereto and made a part hereof.

ARTICLE 14  
Insurance

Section 14.1a. During the term of this agreement, the Utility agrees to make available for its employees the following health, dental and vision plans—Wellmark Blue Access Plan JPJX25; Alliance Select Plan JKPQPT; Blue Dental Plan 206; VSP Well Vision Plan B—or their substantial equivalents.

Section 14.1b. The employee contribution for the Blue Access benefits will be \$10 per month for single coverage; \$20 per month for coverage for employee plus spouse(or children); and \$30 per month for full family coverage. Employees will have the option of selecting Alliance Select benefits. However the Utility will contribute to such coverage only in the amount the Utility would contribute for corresponding Blue Access coverage. Any additional cost will be the sole responsibility of the employee.

Section 14.1c. The employee contribution for dental benefits will be \$10 per month.

Section 14.1d. To encourage cost effectiveness with respect to employee health care coverage decisions, the Utility will offer incentives to employees to reduce coverage levels. Any employee previously requiring full family coverage who makes alternative health care arrangements and reduces the level of Utility provided coverage to employee plus spouse (or children) will receive \$75 per month. Any employee previously requiring employee plus spouse (or children) coverage who reduces the level of Utility provided coverage to employee only will receive \$75 per month. Any employee previously requiring full family coverage who reduces the level of Utility provided coverage to employee only will receive \$125 per month.

Section 14.2. The Utility agrees to pay \$5.50 per month on behalf of each active employee for supplemental accident and health insurance for the Utility's employees and their dependents. Each employee has the option to apply such sum toward insurance benefits of his or her choosing. Additionally, each employee has the option to purchase at his or her own expense any additional benefits at that employee's choosing for him or herself and/or dependents.

Section 14.3. The Utility agrees to pay the full cost of and to maintain life insurance coverage in the amount of \$25,000 (with an additional accidental death and dismemberment benefit) with Businessmen's Assurance Company of America (or a substantially equivalent policy provided by another carrier) for its employees, while they remain employed by the Utility.

Section 14.4. The Utility will maintain the cafeteria plan currently in place for employee

dependent child care expenses. Use of the cafeteria plan is at the employee's sole option but the Utility will not make any financial contributions to the plan.

Section 14.5. Retirement health care benefits are "retirement programs" under Iowa law (Supreme Court Mason City decision) and, therefore, are prohibited from the scope of bargaining under Iowa Code Section 20.9.

Section 14.6. Physical examinations (including pre-employment drug tests) shall be required of new employees prior to employment, consistent with the Utility's drug testing policy. The Utility shall pay the cost of the physical examination for new employees.

#### ARTICLE 15 Miscellaneous

Section 15.1. Employees of the Utility may purchase, for cash, items for their own personal use through wholesale outlets readily available to the Utility.

Section 15.2. The utility agrees to reimburse employees up to \$300 per year for work clothing (shirts, slacks or skirts).

#### ARTICLE 16 Savings Clause

Section 16.1. In the event any provisions of this contract conflict with the existing laws of the United States or of the State, that part of said contract in conflict therewith shall not be applicable until such laws be changed, whether by legislative action or judicial interpretation. It is specifically agreed, however, that all provisions of said contract not in conflict with the applicable laws shall be enforceable, and only that part that conflicts with said law shall be unenforceable; and nothing contained in this contract shall be construed as to require the Utility or the Union to violate any applicable laws. Both the Utility and the Union state that it is their intent to comply with all existing laws.

This Agreement shall be in full force and effect from July 1, 2007 to and including June 30, 2011, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify is served by either party by September 15th of the year preceding the year of expiration.

Dated this 24 day of May, 2007.

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238, affiliated with  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

By: [Signature]  
Secretary-Treasurer

By: [Signature]  
Business Representative

INDEPENDENCE LIGHT AND  
POWER

By: [Signature]  
Chairman

By: [Signature]  
Chief Negotiator

EXHIBIT "A"

WAGE SCHEDULE

	Effective 7-1-07	Effective 7-1-08	Effective 7-1-09	Effective 7-1-10
Data Processing/Customer Billing Associate	\$16.26	\$16.75	\$17.25	\$17.77

New Hires:

First six months	\$ 1.50 per hour less than scale.
Second six months	\$ 1.00 per hour less than scale.
Third six months	\$ .50 per hour less than scale.
After eighteen months	Scale

Regular pay periods shall be for two (2) full weeks ending on Tuesday. Paychecks shall be received on the following Friday.